

**CONDITIONS FOR AGREEMENT BETWEEN SPRINGFIELD TOWNSHIP
AND CHELTENHAM TRANSPORTATION ("Cheltenham") REGARDING
THE PROPOSED USE OF THE GUILIANI PROPERTY (the "Property")**

1. The use of the Property for a school bus depot is to be considered a "Land Development" within the meaning of the Municipalities Planning Code ("MPC") and the Springfield Township Subdivision and Land Development Ordinance (the "SALDO"). Cheltenham shall make full and complete application for land development approval of their proposed use of the Property by October 15, 2013. The application will thereafter be processed in the normal manner, including, if necessary, the imposition of reasonable conditions designed and intended to protect the public health, safety and welfare. Cheltenham reserves all rights to appeal that it has under the Municipalities Planning Code in the event it believes that the Township has denied the Land Development Plan illegally or imposed conditions on the approval of the Land Development plans that are unreasonable or contrary to law.
2. Notwithstanding the Land Development requirement set forth in paragraph 1 above, Cheltenham shall be permitted to operate a school bus depot for the Cheltenham School District (utilizing approximately 85 buses) beginning on August 29, 2013 and while the Land Development Application for the Property is being processed. Until Final Land Development Approval is obtained from the Township, Cheltenham agrees that it will not service any other school district (or any other customer of any kind) from the Property, nor will it improve the Property in any way (including, but not limited to, fencing, lighting, grading, paving, utilities, new fuel tanks, new buildings, etc.) without the prior, written approval of the Township. Cheltenham further agrees that the school bus depot use shall not include any exterior painting, bodywork, washing or engine work on the buses.
3. Cheltenham and the Property Owner (Guilani) shall immediately remove all other tenants (except Leary Paving), and the trash and personal property of other tenants (except Leary Paving), from the Property, unless the Township agrees otherwise in writing.
4. Notwithstanding the Order of the Honorable Bernard A. Moore, dated August 28, 2013, Cheltenham shall not be required to immediately remove the crushed stone or the fence from the TankCar of America site, but both parties agree to discuss this issue within the next ten days. In addition, this provision shall have no impact on Cheltenham's obligations to the TankCar landlord, if any.
5. Over and above the Land Development requirement in paragraph 1 above, Cheltenham agrees to provide the township with a formal landscape plan for the Property on or before the close of business on September 20, 2013. The plan is to show, to the satisfaction of the Township, a landscape buffer along the two property lines of the Property which are adjacent to a proposed townhouse community to be built by Ryan Homes. The landscape buffer shall be designed and reviewed for conformity to applicable township ordinances. In addition, within an existing landscape buffer between the Property and other residential properties, there is a visual "gap" that is to be supplemented with additional landscaping (again, to the reasonable satisfaction of the Township) so as to provide a better visual buffer between the Property and those residential properties. Upon approval of the landscape plan by the Township, Cheltenham agrees that it will install such landscaping on the Property, to the reasonable satisfaction of the Township, within 45 days of such approval.
6. The spotlight(s) that have caused repeated complaints (to the Township) from a residential neighbor on the other side of the railroad tracks from the Property (Mr. Howard Supplee) shall be immediately shielded or relocated to the reasonable satisfaction of the Township.

7. Both parties shall stipulate that the Preliminary Injunction issued by Judge Moore on August 28, 2013 shall be deemed a Final and Unappealable Order, although the Township will not require the removal of the stone placed on site and the removal of the fence will be discussed among Cheltenham, the Township, the TankCar property owner and the EPA. Cheltenham agrees to release and indemnify the Township from any claims that it may have against the Township in connection with the TankCar property, the litigation brought by the Township, or the litigation brought by Cheltenham (other than any necessary enforcement of this agreement). However, Cheltenham and the Township shall each be responsible for their own costs and attorney's fees incurred by them in the litigation.

8. Cheltenham agrees to speak to Mr Guiliani (its landlord) on the Property and to make the landlord aware of the efforts being made by the Township through this agreement to assist Cheltenham in being able to immediately lease the Property for the benefit of Cheltenham and the landlord. Cheltenham agrees to utilize reasonable efforts to convince the landlord that, under these circumstances, it would be appropriate for the landlord to terminate his currently pending litigation against the township.

9. The Montgomery County Court of Common Pleas shall retain jurisdiction over this agreement within the litigation brought by the parties over the use of the TankCar property, so as to insure that the letter and spirit of this agreement are followed by the parties and particularly to insure that the Land Development process in the Township (for Cheltenham's use of the Guiliani property) is completed in a reasonably expeditious manner.

10. This memorandum shall be considered binding upon the parties immediately, but shall be converted into a formal settlement agreement, with the first draft to be produced, as soon as reasonably possible, by the Township Solicitor's office. Any issues within the final settlement agreement, which cannot be agreed upon by the parties, shall be submitted to the Montgomery County Court of Common Pleas for final and unappealable resolution.

SPRINGFIELD TOWNSHIP

Eric C. Faust, LLC
CHELTENHAM TRANSPORTATION, LLC
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